

DOWNEY BRAND LLP
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 Sacramento, CA 95814
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Attorneys for
 Teichert Pipelines, Inc. and A. Teichert & Sons, Inc.
 d/b/a Teichert Aggregates

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

and

PACIFIC GAS AND ELECTRIC COMPANY,
 Debtors.

Case Nos.:

19-30088 (DM) – Lead Case
 19-30089 (DM)

Chapter 11 Case

**NOTICE OF CONTINUED
 PERFECTION OF MECHANICS
 LIEN PURSUANT TO 11 U.S.C. §
 546(b)(2)**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affect both Debtors

TEICHERT PIPELINES, Inc. ("TEICHERT"), by and through its undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C. § 546(b)(2), as follows:

1. TEICHERT is a corporation that has provided and delivered labor, services, equipment, and/or materials for a work of improvement located in the County of Sacramento, State of California (the "Property") and owned by PG&E Corporation and/or

1 Pacific Gas and Electric Company (collectively, the "Debtors").

2 2. Through April 30, 2019, the amount owing to TEICHERT is at least
3 \$336,903.59, exclusive of accruing interest and other charges, with additional amounts owed
4 and accrued after April 30, 2019.

5 3. Teichert properly perfected its mechanics lien under California Civil Code §§
6 8400, *et seq.* by timely recording its Mechanics Lien (Claim of Lien) in the Official Records
7 of Sacramento County, State of California, as more fully described in its Mechanics Lien, a
8 true copy of which is attached hereto as Exhibit A, on or about May 2, 2019.

9 4. Pursuant to California Civil Code § 8460, an action to enforce a lien must be
10 commenced within 90 days after recordation of the claim of lien. However, due to the
11 automatic stay set forth in 11 U.S.C. § 362, TEICHERT is precluded from filing a state court
12 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that when applicable law
13 requires seizure of property or commencement of an action to perfect, maintain, or continue
14 the perfection of an interest in property, and the property has not been seized or an action has
15 not been commenced before the bankruptcy petition date, then the claimant shall instead give
16 notice within the time fixed by law for seizing the property or commencing an action. (See
17 11 U.S.C. § 546(b)(2); see also In re Baldwin Builders (Village Nurseries v. Gould), 232 B.R.
18 406, 410-411 (9th Cir. 1999); Village Nurseries v. Greenbaum, 101 Cal.App.4th 26, 41 (Cal.
19 Ct. App. 2002).)

20 5. Accordingly, TEICHERT hereby provides notice of its rights as a perfected
21 lienholder in the Property pursuant to California's mechanics lien law. TEICHERT is filing
22 and serving this notice to preserve, perfect, maintain, and continue the perfection of its lien
23 and its rights in the Property to comply with the requirements of California state law, 11
24 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice
25 constitutes the legal equivalent of having commenced an action to foreclose the lien in the
26 proper court. By this notice, the Debtors and other parties in interest are estopped from
27 claiming that the lawsuit to enforce TEICHERT's mechanics lien was not timely commenced
28 pursuant to applicable state law. TEICHERT intends to enforce its lien rights to the fullest

1 extent permitted by applicable law. The interests perfected, maintained, or continued by
2 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of
3 the Property.

4 6. The filing of this notice shall not be construed as an admission that such filing
5 is required under the Bankruptcy Code, the California mechanics lien law, or any other
6 applicable law. In addition, TEICHERT does not make any admission of fact or law, and
7 TEICHERT asserts that its lien is senior to and effective against entities that may have
8 acquired rights or interests in the Property previously.

9 7. The filing of this notice shall not be deemed to be a waiver of TEICHERT's
10 right to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of
11 any other rights or defenses.

12 8. TEICHERT reserves all rights, including the right to amend or supplement
13 this notice.

14
15 DATED: May 8, 2019

DOWNEY BRAND LLP

16
17 By: /s/ Jamie P. Dreher
18 JAMIE P. DREHER
19 Attorney for
20 TEICHERT PIPELINES, INC. AND
21 A. TEICHERT & SONS, INC. D/B/A TEICHERT
22 AGGREGATES
23
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26
27
28

EXHIBIT A

RECORDING REQUESTED BY
REQUESTED BY SCOTT MCELHERN
WHEN RECORDED MAIL TO

NAME DOWNEY BRAND LLP
MAILING Scott McElhern
ADDRESS 621 Capitol Mall, 18th Floor
Sacramento, CA 95814

PHONE (916) 444-1000
NUMBER

ORIGINAL
Accepted for Recording
COPY – NOT CERTIFIED

MAY 02 2019

Sacramento County
Clerk/Recorder

201905020758

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CLAIM OF MECHANICS LIEN
(Cal. Civ. Code § 8416)

1. Teichert Pipelines, Inc. ("Claimant") claims a mechanics lien for the labor, services, equipment and/or materials described in paragraph 2, furnished for a Pacific Gas & Electric Company work of improvement located in the City of Sacramento, County of Sacramento, State of California, and more particularly described as follows:

Gas main lines and gas service lines for the locations listed on the attached Exhibit A.

2. After deducting all just credits and offsets, the sum of \$336,903.59, plus interest accrued and accruing thereon at the maximum legal rate, is due Claimant for the following generally described labor, materials, services, and/or equipment: construction and installation of 2-inch high pressure plastic gas main; gas service replacements; gas service transfers; deactivation of 2-inch high pressure plastic gas main; deactivation of 1-1/4-inch plastic gas main; and deactivation of 2-inch steel gas main.

3. Claimant furnished the work and materials at the request of and under contract with Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

4. The name and address of the owner or reputed owner of the improvements is Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

5. Claimant's address is: 3500 American River Drive, Sacramento, CA 95864.

DATED: April 30, 2019

TEICHERT PIPELINES, INC.

By: 

Sean Collins, Credit Manager

VERIFICATION

I, Sean Collins, am the Credit Manager of Teichert Pipelines, Inc., and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: April 30, 2019

TEICHERT PIPELINES, INC.

By: 

Sean Collins, Credit Manager

EXHIBIT A

4201 35th Street, Sacramento, CA 95820	3520 16th Avenue, Sacramento, CA 95820
4205 35th Street, Sacramento, CA 95820	3525 16th Avenue, Sacramento, CA 95820
4209 35th Street, Sacramento, CA 95820	3527 16th Avenue, Sacramento, CA 95820
4212 35th Street, Sacramento, CA 95820	3530 16th Avenue, Sacramento, CA 95820
4213 35th Street, Sacramento, CA 95820	3531 16th Avenue, Sacramento, CA 95820
4260 35th Street, Sacramento, CA 95820	3535 16th Avenue, Sacramento, CA 95820
4217 35th Street, Sacramento, CA 95820	3600 16th Avenue, Sacramento, CA 95820
4221 35th Street, Sacramento, CA 95820	3601 16th Avenue, Sacramento, CA 95820
4301 35th Street, Sacramento, CA 95820	3602 16th Avenue, Sacramento, CA 95820
4305 35th Street, Sacramento, CA 95820	3612 16th Avenue, Sacramento, CA 95820
3501 19th Avenue, Sacramento, CA 95820	3924 36th Street, Sacramento, CA 95820
4110 36th Street, Sacramento, CA 95820	3925 36th Street, Sacramento, CA 95820
4112 36th Street, Sacramento, CA 95820	4000 36th Street, Sacramento, CA 95820
4116 36th Street, Sacramento, CA 95820	4001 36th Street, Sacramento, CA 95820
4121 36th Street, Sacramento, CA 95820	4002 36th Street, Sacramento, CA 95820
4201 36th Street, Sacramento, CA 95820	4004 36th Street, Sacramento, CA 95820
4235 36th Street, Sacramento, CA 95820	4008 36th Street, Sacramento, CA 95820
4238 36th Street, Sacramento, CA 95820	4013 36th Street, Sacramento, CA 95820
4220 36th Street, Sacramento, CA 95820	4016 36th Street, Sacramento, CA 95820
4241 36th Street, Sacramento, CA 95820	4017 36th Street, Sacramento, CA 95820
4300 36th Street, Sacramento, CA 95820	4020 36th Street, Sacramento, CA 95820
4304 36th Street, Sacramento, CA 95820	4113 36th Street, Sacramento, CA 95820
4308 36th Street, Sacramento, CA 95820	4107 36th Street, Sacramento, CA 95820
3938 35th Street, Sacramento, CA 95820	4119 36th Street, Sacramento, CA 95820
3933 35th Street, Sacramento, CA 95820	4108 36th Street, Sacramento, CA 95820
3990 35th Street, Sacramento, CA 95820	3605 16th Avenue, Sacramento, CA 95820
3957 35th Street, Sacramento, CA 95820	3613 16th Avenue, Sacramento, CA 95820
3989 35th Street, Sacramento, CA 95820	3628 16th Avenue, Sacramento, CA 95820
4000 35th Street, Sacramento, CA 95820	3700 16th Avenue, Sacramento, CA 95820
4002 35th Street, Sacramento, CA 95820	3706 16th Avenue, Sacramento, CA 95820
4003 35th Street, Sacramento, CA 95820	3707 16th Avenue, Sacramento, CA 95820
4005 35th Street, Sacramento, CA 95820	3712 16th Avenue, Sacramento, CA 95820
4006 35th Street, Sacramento, CA 95820	3718 16th Avenue, Sacramento, CA 95820
4007 35th Street, Sacramento, CA 95820	3724 16th Avenue, Sacramento, CA 95820
4009 35th Street, Sacramento, CA 95820	3801 16th Avenue, Sacramento, CA 95820
4018 35th Street, Sacramento, CA 95820	3803 16th Avenue, Sacramento, CA 95820
4115 35th Street, Sacramento, CA 95820	3811 16th Avenue, Sacramento, CA 95820
3410 16th Avenue, Sacramento, CA 95820	3815 16th Avenue, Sacramento, CA 95820
3431 16th Avenue, Sacramento, CA 95820	3817 16th Avenue, Sacramento, CA 95820
3450 16th Avenue, Sacramento, CA 95820	3819 16th Avenue, Sacramento, CA 95820
3465 16th Avenue, Sacramento, CA 95820	3612 16th Avenue, Sacramento, CA 95820
3467 16th Avenue, Sacramento, CA 95820	4024 Martin Luther King Jr. Blvd., Sacramento, CA 95820
3468 16th Avenue, Sacramento, CA 95820	3930 38th Street, Sacramento, CA 95820
3509 16th Avenue, Sacramento, CA 95820	

4000 38th Street, Sacramento, CA 95820 4020 38th Street, Sacramento, CA 95820 4026 38th Street, Sacramento, CA 95820 4028 38th Street, Sacramento, CA 95820 4030 38th Street, Sacramento, CA 95820 4036 38th Street, Sacramento, CA 95820 3800 15th Avenue, Sacramento, CA 95820 3832 35th Street, Sacramento, CA 95820 3840 35th Street, Sacramento, CA 95820 3848 35th Street, Sacramento, CA 95820 3856 35th Street, Sacramento, CA 95820 3914 35th Street, Sacramento, CA 95820 3916 35th Street, Sacramento, CA 95820 3918 35th Street, Sacramento, CA 95820 3920 35th Street, Sacramento, CA 95820 3922 35th Street, Sacramento, CA 95820 3924 35th Street, Sacramento, CA 95820 3926 35th Street, Sacramento, CA 95820 3849 35th Street, Sacramento, CA 95820 3857 35th Street, Sacramento, CA 95820 3913 35th Street, Sacramento, CA 95820 3915 35th Street, Sacramento, CA 95820 3917 35th Street, Sacramento, CA 95820 3919 35th Street, Sacramento, CA 95820 3925 35th Street, Sacramento, CA 95820 3929 35th Street, Sacramento, CA 95820 3931 35th Street, Sacramento, CA 95820 3900 36th Street, Sacramento, CA 95820 3901 36th Street, Sacramento, CA 95820 3904 36th Street, Sacramento, CA 95820 3908 36th Street, Sacramento, CA 95820 3909 36th Street, Sacramento, CA 95820 3912 36th Street, Sacramento, CA 95820 3913 36th Street, Sacramento, CA 95820 3917 36th Street, Sacramento, CA 95820 3920 36th Street, Sacramento, CA 95820 3921 36th Street, Sacramento, CA 95820 3900 38th Street, Sacramento, CA 95820 3904 38th Street, Sacramento, CA 95820 3908 38th Street, Sacramento, CA 95820 3912 38th Street, Sacramento, CA 95820 3915 38th Street, Sacramento, CA 95820 3916 38th Street, Sacramento, CA 95820 3919 38th Street, Sacramento, CA 95820 3920 38th Street, Sacramento, CA 95820	
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NOTICE OF MECHANICS LIEN CLAIM

ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.clb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I, Mary Dowd declare:

On May 2, 2019, at Sacramento, California, I served the enclosed:

CLAIM OF MECHANIC'S LIEN

by enclosing true and correct copies thereof in sealed envelopes, with postage thereon fully prepaid, using one of the following described mailing methods:

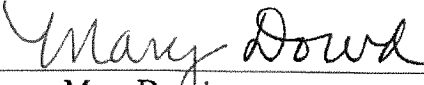
- ☐ Registered Mail, Return Receipt Requested;
- ☒ Certified Mail, Return Receipt Requested;
- ☐ Express Mail; or
- ☐ Overnight delivery by an express service carrier.

The envelope was addressed as follows:

Pacific Gas & Electric Company
77 Beale Street, 32nd Floor
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on May 2, 2019, at Sacramento, California.



Mary Dowd